COUNTY OF COOK)

)ss:

PIERRE LANG, being duly sworn, deposes and says:

- 1. I am the president of the Plaintiff, P.H. International Trading Corp. d/b/a Hana K (hereinafter "Hana K" or Plaintiff), a domestic corporation of the State of New York, and I have personal knowledge of the facts set forth herein. I am a resident of the State of Illinois.
- 2. This affidavit is submitted in opposition to the pending motion of the defendant, Nordstrom, Inc. (hereinafter "Nordstrom" or Defendant), seeking dismissal of Plaintiff's action based upon New York Civil Practice and Rules section 306-b ("CPLR 306-b"). Such motion is premised upon the fact that Plaintiff did not effectuate service of its duly filed Summons with Notice (the "Summons") upon the Defendant within one hundred twenty (120) of commencing its action¹. However, for the reasons set forth herein and in Plaintiff's accompanying Memorandum of Law, including the fact that Plaintiff possess a meritorious

¹ Defendant does not contest the fact that Plaintiff's action was properly commenced within the four year statute of limitations afforded by New York's Uniform Commercial Code.

cause of action and that Plaintiff's delay in serving the Summons caused no prejudice to Defendant, this Court, in the interest of justice, should exercise its discretionary powers afforded by CPLR 306-b and deny Defendant's motion.

- Hana K is in the business of manufacturing fine fur, leather and 3. shearling garments. These garments are specialty ordered items, manufactured specifically for its clients. Beginning in 1997 through autumn of 2002, Nordstrom was one such client of Hana K.
- 4. In early 2002, Rick Boniakowski ("Boniakowski"), the then National Fur Buyer for Nordstrom, met with Plaintiff to review its 2002 product line. Hana K had previous dealings with Boniakowski for several years in his capacity as a fur buyer for Nordstrom and had fulfilled all orders for Nordstrom placed by Boniakowski. In fact, Hana K dealt with no one, other than Boniakowski, in placing orders for Nordstrom. In 2002, in his usual and customary method, Boniakowski, upon completing his review of Hana K's product line, placed an order number 10420647 for garments on behalf of Nordstrom (the "2002 Order"). It is this order which is the subject of this lawsuit. A summary memorializing the subject order, written in Boniakowski's own handwriting, is annexed hereto and made part hereof as Exhibit "A".
- 5. Thereafter, Hana K promptly ordered the necessary raw materials and manufactured the garments called for in the 2002 Order. In addition, Hana K submitted necessary documentation to QRS Corporation, a corporation designated by Nordstrom, for purposes of matching up the garments manufactured against the garments ordered and issuing proper bar codes for Nordstrom's exclusive use. Such bar codes were then issued by QRS Corporation for the 2002 Order.

- 6. In September, 2002, at a time when the 2002 Order had been completed and was almost ready to be shipped to Nordstrom, Hana K, from out of the blue, received a telephone call and an e-mail from Nordstrom informing that the 2002 Order was not valid. This was followed by a letter from Nordstrom dated October 1, 2002, a copy of which is annexed hereto as Exhibit "B", which stated:
 - [A] former Nordstrom [Boniakowski] buyer submitted the above referenced worksheet to your company with the prospect of placing an order with your company. Nordstrom subsequently learned that this buyer was not following Nordstrom's policies and procedures as they relate to proper confirmation of a Nordstrom purchase order. For this reason, Nordstrom does not consider this to be a confirmed or valid purchase order.

I state to this Court that at no time prior had Nordstrom informed Plaintiff that Boniakowski did not follow Nordstrom's own internal procedures in placing the 2002 Order. In fact, as far as Hana K was concerned, the 2002 Order was placed in the same manner and method that Boniakowski used to place all prior orders, orders which had all been retained and paid for by Nordstrom.

- 7. From the time the 2002 Order was wrongfully repudiated by Nordtrsom, until late 2004, I attempted to resolve the matter directly with Nordstrom. However, my attempts turned out to be futile. As a result, I turned the matter over to Errol Blank, Hana K's attorney, to resolve the matter or initiate a law suit.
- 8. Mr. Blank dutifully attempted to resolve this matter with Nordstrom. To that end, he contacted Nordstrom and exchanged various communications.

9. Mr. Blank lost his battle with cancer in July, 2006. Before his estate had an executor appointed, I spoke with Matthew Blank, son of Errol Blank and also an attorney. Based upon our conversations, it was agreed that in order to protect the statute of limitations from running, Matthew Blank would start an action against Nordstrom in his name, with the understanding that since he was not a litigator, he would turn the case over to an attorney who would continue the litigation. The eventual name of that attorney was Moneesh K.

²Mr. Blank's final letter to Nordstrom, dated August 4, 2005, occurred just before his diagnosis.

Bakshi ("Bakshi"). Based upon my conversations with Bakshi, I agreed to have him take over and litigate the Nordstrom case³.

10. Towards the end of July, 2006, I received a telephone call from Matthew Blank advising that he had commenced the action against Nordstrom by filing a summons with notice and thereafter, in accordance with our understanding, he transferred the file to Bakshi, who would serve process, file proof of same with the Court as well as take over the prosecution of the matter. About a month or so thereafter, I spoke with Bakshi and he informed me that he was in possession of the file, that he successfully served process upon Nordstrom and that the case was moving along.

Over the subsequent several months, I spoke to Bakshi on multiple 11. occasions and each time he assured me that the case was moving along smoothly. At one point he even requested some documentation from me, which I supplied. All this changed, however, around the summer of 2007. At that time, for no known reason, Bakshi stopped taking my calls. Likewise, the multitude of messages I left for him received no response. Getting frustrated, I called Matthew Blank and inquired as to whether he knew why Bakshi was not returning my calls. Matthew Blank said he would inquire and subsequently advised me that Bakshi was not returning his calls as well. He told me that he would call Allen Kozupsky ("Kozupsky"), an attorney who had done prior legal work for my family many years earlier, and have him check what was going on.

5

³In addition, as a result of my conversation with him, other, less pressing Hana K matters were also transferred to Bakshi.

- 12. In or about late August, 2007, I spoke with Kozupsky and he informed me that he had gone to the Westchester County Clerk's office and found that while the lawsuit had indeed been commenced by Matthew Blank in a timely fashion, there was no affidavit of service in the file. Kozupsky told me that he too tried to get a hold of Bakshi, with no results. He said that if he were retained, he would serve process upon the Defendant, file the affidavit of service and defend against any motion to dismiss with the hope that the Court, using its discretion, would permit the late filing. Alternate methods to protect Hana K's interest were also discussed.
- 13. On September 17, 2007 I retained Kozupsky. It took him approximately one month to obtain the file from Bakshi and this was accomplished only through threat of action against Bakshi. Upon receipt of the file, I am informed that Kozupsky promptly served the Defendant with process and duly filed the corresponding affidavit of service.
- 14. Thereafter, this action was transferred to the United States District Court, Southern District of New York, and, pursuant to the Court's direction, a formal complaint was served upon the Defendant. I am also informed that the attorneys for Nordstrom have moved to dismiss the action because of the failure to serve process within 120 days of commencing the action.
- 15. Based upon the foregoing, I respectfully ask this Court, in the interest of justice, to use its discretionary powers and permit the late filing of the summons with notice. I submit that Plaintiff has a meritorious cause of action and the damages resulting from Nordstrom's actions have almost ruined Hana K. I further submit that there is no prejudice to the Defendant. Nordstrom has always known about the claim and we have acted in good faith in

Case: 7:07-cv-10680-KMKe1-e Document 14 Har Filed 05/22/2008 at Page: 7:of 27/c this action be dismissed, that damages assessed, if any, will not be satisfied.

WHEREFORE, it is respectfully requested that this Court enter an order denying Defendant's motion for dismissal in its entirety and for such other and further relief as

Sworn to Before Me This day of May, 2008

to this Court may deem just and proper.

nm.ssion Expires 09/20/201

EXHIBIT A

Document 14 Filed 05/22/2008 Page 9 of 27 54 gamments = \$29700 e-Souson to Chiches 3 Erumbein, Im 5246 (pt) \$ # 33685 \$ 200k = 21 Marzo 3 Dyric Full Order Showlings (inc. Men) \$250x Fall Order Furs, (Grunstein, Harra K cashmere, raincoats, bathes) 16 Gunitein m. 584019 30695

Dynia \$100K

EXHIBIT B

October 1, 2002

VIA FACSIMILE (312) 280-8177

Mr. Pierre Lang Hana K Fashions, Inc. 512 7th Avenue

New York, New York 10018

Re: Purchase Worksheet #10420647

Dear Pierre.

company with the prospect of placing an order with your company. Nordstrom subsequently learned that this buyer was not following Nordstrom's policies and procedures as they relate to the proper confirmation of a Nordstrom purchase order. For this reason, Nordstrom does no

As you know, a former Nordstrom buyer submitted the above referenced worksheet to you

consider this to be a confirmed or valid purchase order.

confirmed and valid purchase order. Please do not hesitate to call me if you have any questions regarding our new order. Thank you.

Regards,

Nonetheless, in the interest of continuing our business relationship of six years, we have elected to place a new order with your company under purchase order number 10475297, which is a

NORDSTROM, INC.

Mario M. Ward

Monica M. Ward Vice President and Corporate Merchandise Manager

EXHIBIT C

Case 7:07-cv-10680-KMK Document 14 Filed 05/22/2008 Page 13 of 27 ERROL BLANK

ATTORNEY AT LAW CENTEROCK EAST 2 CROSFIELD AVENUE WEST NYACK, NEW YORK 10994

FACSIMILE: (845) 353-1991

February 8, 2005

Re: PH International Trading Corp. Purchase Order No. 10420647 File No. 424-040

Gentlemen:

Nordstrom

1617 Sixth Avenue Seattle, WA 98101-1742

ELEPHONE: 1845 358-8880

This office represents PH International Trading Corp. which does business under the "Hana K" trade name. The following information has been furnished by our client together with documentary evidence in support thereof.

Hana K is engaged in the sale and distribution of high quality outerwear. Many of its garments were specifically designed for and sold exclusively to Nordstrom. Hana K commenced selling such garments to Nordstrom in or about 1995 and from that time until the events described below the parties enjoyed a respectful and mutually beneficial relationship.

The course of dealing which evolved and was followed with respect to the sale of garments was that each year Nordstrom's national fur buyer would view Hana K's new sample collection of garments in Hana K's showroom. The buyer would make selections from those garments, a purchase order would be issued and Hana K would immediately proceed to fill the order. The garments would be manufactured and the completed garments delivered to Nordstrom stores in accordance with the purchase order. This is the sequence of events followed by the parties throughout the course of their relationship. For reasons which were never adequately explained to Hana K and which to this day are not understood, the

In August 2002, as had been done for the previous six years, the same Nordstrom national fur buyer, who had previously ordered from Hana K, came to their showroom to view the following year's styles. Specified garments were ordered by the buyer. A purchase order for those garments (#10420647) and confirmation of the order were issued from Nordstrom's main buying office. As a result of that order Hana K as was customary and necessary to

foregoing procedure was stopped by Nordstrom after the purchase order was placed in 2002.

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RROL BLANK ATTORNEY AT LAW

> Nordstrom February 8, 2005 Page Two

commitment.

have the goods delivered on time, acted immediately to have the goods manufactured. All of those garments were thereafter manufactured according to the order. Despite Hana K's compliance with its obligations in accordance with the order and the six year course of

Approximately three weeks before the scheduled delivery, Nordstrom repudiated its obligations under the order. As a result none of the garments covered by the order were paid for by Nordstrom. Nordstrom's repudiation of its obligations was legally unjustified and in violation of its obligations to Hana K. As a direct result thereof Hana K has sustained

dealings between the parties, Nordstrom, without cause or justification, abrogated its

damages in the sum of \$1,893,140.00 demand for which is hereby made. If you wish to resolve this matter prior to the institution of litigation, please contact the undersigned upon receipt of this letter. Your failure to respond within ten days from the date hereof will lead to the conclusion that you have no such desire, in which event legal action will be instituted to recover all damages sustained.

FRROL BLANK

EB:am

February 18, 2005

Case 7:07-cv-10680-KMK

2 Crosfield Avenue West Nyack, NY 10994 Re: Hana K-PO# 10420647

Dear Mr. Blank:

Errol Blank

Purchase Order number. Our office follows up on this type of matter and we are researching this issue. We will respond once our research is complete. In the meantime, if you have any

questions, please do not hesitate to call me. Thank you,

This is a follow up to my voice mail message I left for you earlier today. As I stated in m message, we just received your letter dated February 8, 2005, regarding your client's concern over merchandise they claim Nordstrom ordered using the above mentioned

Chery Williams

Business Claims Manager Nordstrom, Inc. (206) 303-2691

(206) 303-2789 Fax

Cherié Williams

ERROL BLANK ATTORNEY AT LAW CENTEROCK EAST 2 CROSFIELD AVENUE WEST NYACK, NEW YORK 10994 ELEPHONE 1845 358 8880

Document 14

FACSIMILE: 18451 353-199

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March 25, 2005

Filed 05/22/2008

Purchase Order No. 10420647 File No. 424-040

Ms. Cherie Williams Nordstrom, Inc. P. O. Box 21865

Seattle, WA 98111-2517

Dear Ms. Williams:

Re: PH International Trading Corp.

Case 7:07-cv-10680-KMK

I am in receipt of your letter dated February 18, 2005 with regard to the above matter for which I thank you.

Please advise when I may expect a response to my letter of February 8, 2005.

Thank you for your prompt attention to this matter.

ERROL BLANK

Very truly yours,

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Case 7:070cy-10680-KMK

Errol Blank Attorney at Law 2 Crosfield Avenue West Nyack, NY 10994

Dear Mr. Blank:

Sincerely,

Cherié Williams

(206) 303-2691 (206) 303-2789 FAX

Business Claims Manager

Re Hana K - PO# 10420647

complete investigation prior to responding.

Please call me if you have any questions.

Phui Williams

As you know, we have been looking into your client's claims regarding a 2002 Nordstron Purchase Order referenced in your February 8, 2005 letter. We apologize for taking so long to respond, however, this dates back several years and we wanted to ensure we did a

You are correct when you say prior to any order being placed a Purchase Order must be submitted. You mentioned in your letter that in August of 2002, your client received Purchase number 10420647 and confirmation from Nordstrom's main buying office.

referenced confirmation. Please forward copies of these documents to me at your earliest

Unfortunately we have been unable to locate a copy of this Purchase Order or your

convenience so we can continue to assess your client's demands.

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ATTORNEY AT LAW CENTEROCK EAST 2 CROSFIELD AVENUE

Filed 05/22/2008

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FACSIMILE (845) 353-199

WEST NYACK, NEW YORK 10994

Document 14

June 14, 2005

Re: PH International Trading Corp. File No. 424-040

Ms. Cherie Williams Nordstrom, Inc. P. O. Box 21865

Seattle, WA 98111-2517

LEPHONE |845| 358-8880

Dear Ms. Williams:

Please excuse my delay in responding to your letter. You may be assured that no such delay will occur in the future.

The goods ordered by Nordstrom, some of which were assigned purchase order #10420647.

were ordered in the same manner as Nordstrom ordered goods from my client during the prior five years of their relationship. Just as my client had done in the past, based on Nordstrom's order for specially manufactured garments which were transmitted to my client in the spring, the goods were manufactured and ready for delivery in September 2002 when. for reasons which have never been understood, Nordstrom abrogated and repudiated its

obligations. In the interim, my client had acted just as it had with regard to prior orders. The goods were manufactured at Nordstrom's request. UPC codes were generated by EDI at Nordstrom's request. My client was ready to fill the order.

The first notice my client received was from Monica Ward of Nordstrom who, on September 11, 2002, attempted to abrogate Nordstrom's responsibility by claiming that the purchase

order had been issued prior to an authorized signature. Three weeks later Ms. Ward sent a letter to my client in which she claimed that Nordstrom's buyer did not follow some unspecified company policies and procedures as a result of which the purchase order was not deemed valid. The procedures followed by Nordstrom's buyer were the same procedures which had been followed throughout the parties' six year relationship, all of which resulted in the placement of valid purchase orders and only the last of which resulted in Nordstrom's abrogation of its obligations

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As a consumer, I am well aware of and have personally experienced Nordstrom's excellent attitude and service to its customers. I fully expect that Nordstrom's will show the same attitude and service with respect to its suppliers. Based on the words and deeds of Nordstrom's representatives, Hana K produced a special \$1.8 million order. I fully expect

Nordstrom, Inc. June 14, 2005 Page Two

Ms. Cherie Williams

RROL BLANK

sustained as a result of its conduct. Thank you for your prompt attention to this matter.

Nordstrom to live up to its legal and moral obligation and pay all damages which have been

Very truly yours,

ERROL BLANK

ORDSTROM

Document 1

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Page 20 of 27

June 21, 2005

Case 7:07-cv-10680-KMK

Attorney At Law Centerrock East 2 Crosfield Avenue West Nyack, New York 10994

Errol Blank

Re: PH International and Nordstrom. Your File No. 424-040

Dear Mr. Blank:

requested in our letter dated April 19, 2005, we are still in need of a copy of Purchase Order number 10420647 and the confirmation that your client claims they received in order to research this matter further. It is our understanding based on your prior correspondence that your client received the Purchase Order and confirmation from Nordstrom's main buying office. Please forward copies of these documents to me at you earliest convenience so we can continue to assess your client's demands.

Thank you for the information provided in your letter dated June 14, 2005. As we

Sincerely,

Please do not hesitate to contact me at (206) 303-2691 if you have any questions.

Cheri Williams

Cherié Williams Business Claims Manager (206) 303-2789 Fax Case 7:07-cv-10680-KMK

Document 14 Filed 05/22/2008

ERROL BLANK

ATTORNEY AT LAW

2 CROSFIELD AVENUE

WEST NYACK, NEW YORK 10994

ELEPHONE: (845) 358-8880

FACSIMILE: 18451 353-19

Page 21 of 27

July 8, 2005

Ms. Cherie Williams Nordstrom, Inc. P. O. Box 21865 Seattle, WA 98111-2517

Re: PH International Trading Corp. File No. 424-040

Dear Ms. Williams:

Thank you for your letter of June 21, 2005.

According to your letter, you are still looking for confirmation of the order in question. In my letter to you of June 14, 2005 I made reference to two communications from Monica Ward of Nordstrom, the first being dated September 11, 2002 and the second being sent some three weeks later. I am enclosing herewith Ms. Ward's September 11, 2002 e-mail to my client and her letter to my client dated October 1, 2002. These are the two communications referred to in my letter. From these documents, both of which reference PO 10420647, you should be able to find all documents relevant to this matter.

While I understand your desire to pull together all of your documents, you should understand that irrespective of what you find concerning any claimed lack of authorization, a transaction was entered into between Nordstrom and Hana K in the same manner and with the same authorization as it had been in all previous years. Hana K's claim does not rise or fall on the basis of the referenced purchase order. It exists based on the words and actions of the parties.

By all means, search your records and discover what you will. After doing so, which should not take long, please advise of your position.

Thank you for your prompt attention to this matter.

Very truly yours,

ERROL BLANK

EB:am

Enclosures
or PH International Trading Corp.

Case 7:07-cv-10680-KMK

ERROL BLANK

Document 14

LAW

Filed 05/22/2008

CENTEROCK EAST 2 CROSFIELD AVENUE

2 CROSFIELD AVENUE WEST NYACK, NEW YORK 10994

FACSIMILE (845) 353-199

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TELEPHONE (845) 358-8880

August 4, 2005

Re: PH International Trading Corp. File No. 424-040

Ms. Cherie Williams Nordstrom, Inc. P. O. Box 21865

Seattle, WA 98111-2517

Dear Ms. Williams:

Almost a month has passed since my last letter to you and I have yet to receive a reply.

My client has sustained substantial damages as a result of Nordstrom's breach of its obligations with respect to an order of almost \$2 million. Nordstrom has been aware of my client's claim for a substantial period of time and has had more than a reasonable opportunity to investigate the matter. Under the circumstances, I must ask that you advise of your intentions without further delay.

Please be advised that if I do not hear from you within 10 days from the date hereof, I have been authorized to institute suit against Nordstorm, Inc. to recover all damages sustained together with interest, costs and disbursements.

I await your prompt response.

Very truly yours,

ERROL BLANK

EB:am
cc. PH International Trading Corp.

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Gasen7:0719y210680-KMK

Errol Blank Attorney At Law Centerock East 2 Crosfield Avenue

West Nyack, New York 10994

Re: PH International and Nordstrom.

Your File No. 424-040

Dear Mr. Blank:

You indicated in your August 4, 2005 correspondence that PO 10420647 was "an order o almost \$2 million." Our request for copies of this Purchase Order, and the confirmation of the order that was sent by Nordstrom's main buying office are yet to be provided for

our review. Please provide to our office a copy of Purchase Order 10420647 so we may

complete our investigation into this matter.

Rather than providing the requested documentation, in your July 8, 2005 letter, you have provided an email and a letter that appear to be authored by Monica Ward. In the

September 11, 2002 correspondence addressed to Pierre and Hana, Monica indicates PO 10420647 "has not be [sic] activated as an approved order" Again, in the October 1,

2002 letter Monica indicated to Pierre that 10420647 is a worksheet and not a valid PO. She does however agree to place an order with your client, which was approved and shipped by your client under PO 10475297.

PO 10420647 and the confirmation that was sent by Nordstrom's main buying office that you referred to in your letter dated February 8, 2005. Once we have an opportunity to review these documents we will be in a better position to address your client's concerns.

If you have any questions please contact me at (206) 303-2526.

Sincerely,

Nordstrom, Inc.

Michael Campbell

Business Claims Analyst

PO. Box 21865, Seattle, WA 98111-3865 (206) 303-2517 Toll Free (877) 275-7475 Fax (206) 303-2689 nordstrom com

In order to assist us with our investigation, we ask that you provide to our office a copy of

EXHIBIT D

THIS PORTION OF PAGE REDACTED TO PROTECT ATTORNEY/CLIENT **PRIVILEDGE**

----Original Message----

From: Nordstrom, Blake [mailto:Blake Nordstrom@nordstrom.com]

Sent: Wednesday, March 22, 2006 8:28 PM

To: hanakhinsdalel@sbcglobal.net

Subject: Re: Hana K

Pierre,

I would be happy to talk to you on the phone. I am back east and won't be back to my office till Monday. If you are available then please call my direct line 206 373 4030.

Blake

----Original Message----

From: Hana K Hinsdale <hanakhinsdalel@sbcglobal.net>

To: Nordstrom, Blake <Blake.Nordstrom@exchange.nordstrom.com>

Sent: Wed Mar 22 13:43:16 2006

Subject: RE: Hana K

Blake,

Thank you for your reply. Unfortunately, it does appear that litigation will be required. However, prior to starting a lawsuit, perhaps you and I could

speak privately on this matter. In view of our long standing relationship, I would appreciate such an opportunity and I believe that a conversation may

Sincerely,

Pierre

From: Nordstrom, Blake [mailto:Blake.Nordstrom@nordstrom.com] Sent: Wednesday, March 22, 2006 2:08 PM To: Hana K Subject: RE: Hana K

be beneficial to all involved. I await your reply.

Fierre,

After our phone conversation a while back, I was under the impression from your feedback that our people had not communicated with you properly and answered your questions. I did my best to look into the matter and suffice to say, it is more complex than you implied and from what I can determine, we have tried hard in good faith to respond to the inquiries from your counsel.

I assure you we do not want to be litigious and we regret that you feel that is your best course of action. But once again, as I tried to share with you earlier, I do believe that our people have tried to conduct business with you fairly and above board and so if you feel like you need to pursue this further then I suppose it does become a legal matter.

Respectfully,

Blake

From: Hana K [mailto:hanakhinsdalel@sbcglobal.net] Sent: Tuesdav, March 21, 2006 8:35 AM

To: Nordstrom, Blake Subject: Hana K

Dear Mr. Nordstrom,

for a discussion with you. It had always been my hope to resolve this matter in an amicable fashion and it was in that regard, that I contacted you. I am well aware of our respective counsels' involvement in this matter. Unfortunately, it has come to a point that the lawyers cannot move things any further without the commencement of litigation. Therefore, prior to starting suit, I was attempting to resolve this matter by contacting you directly. If Nordstrom is desirous of settling this matter prior to litigation, kindly advise. If not, we will lea we it up to the lawyers.

I thank you for your reply. However, I believe you misinterpreted my desire

Sincerely,

Pierre Lang

e-mail: pierre3hanak.com

Cell: 847.652.6880